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7 Attorneys for Defendants  
FORD MOTOR CREDIT COMPANY  
LLC dba MAZDA AMERICAN  
8 CREDIT  
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10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

12 JEREMY WORRALL, as an individual  
13 consumer and on behalf of all others  
similarly situated,  
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15 Plaintiff,

16 vs.  
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18 MAZDA MOTOR OF AMERICA, INC.,  
a California corporation dba MAZDA  
NORTH AMERICAN OPERATIONS,  
19 MAZDA AMERICAN CREDIT, INC., and  
FORD CREDIT, a Delaware limited liability  
company,  
20

Defendants.

Case No.: 5:CV08-1846 VAP  
(PLAx)

**STIPULATION FOR  
DISMISSAL OF ENTIRE  
ACTION WITH PREJUDICE**

[Fed. R. Civ. P., Rule 41(a)]

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1 Plaintiff Jeremy Worrall (“plaintiff”) and defendant Ford Motor Credit Company  
 2 LLC dba Mazda American Credit (“Ford Credit”), through their counsel, stipulate as  
 3 follows:

4 1. Plaintiff filed this putative class action against Ford Credit and other  
 5 defendants challenging the application of payments on his Ford Credit account.

6 2. After the lawsuit was filed, plaintiff and Ford Credit conducted an  
 7 investigation of the claims asserted and determined that the case was not amenable to  
 8 class certification because the challenged practice, which Ford Credit denies is  
 9 wrongful, affected only a few persons. Based upon these facts, plaintiff no longer  
 10 wishes to pursue his class claims and has reached a settlement of his individual claims  
 11 with Ford Credit.

12 3. No motion for class certification has been filed in this matter, and the  
 13 Court has not certified any class.

14 4. The dismissal of this case will not preclude putative class members’  
 15 claims, if any. Ford Credit denies that it violated the Unfair Competition Law, Cal.  
 16 Bus. & Prof. Code, 17200 *et seq.*, Rosenthal Act, Cal. Civ. Code, § 1788 *et seq.* or any  
 17 other applicable law with respect to plaintiff or any member of the putative class  
 18 alleged by plaintiff.

19 5. Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure allows the  
 20 parties to stipulate to the dismissal of an action at any time. Rule 23(e) does not limit  
 21 the right to stipulate to dismissal of this putative class action because it only applies to  
 22 certified classes, and no class has been certified in this matter. No notice is required to  
 23 putative class members under Rule 23(e) since, as explained above, the settlement and  
 24 dismissal does not bind them in any way.

25 Accordingly, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil  
 26 Procedure, plaintiff and Ford Credit agree that the entire complaint shall be dismissed  
 27 in its entirety and with prejudice with respect to the claims by plaintiff individually  
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1 against Ford Credit, and without prejudice as to the claims by the putative, uncertified  
2 class against Ford Credit.

3 IT IS SO STIPULATED.  
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5 DATED: August 24, 2009

SEVERSON & WERSON  
A Professional Corporation

11 DATED: August 24, 2009

HEWELL LAW FIRM

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By: /s/ Regina J. McClendon

Regina J. McClendon

Attorneys for Defendants

FORD MOTOR CREDIT COMPANY LLC dba  
MAZDA AMERICAN CREDIT

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By: /s/ Harold M. Hewell

Harold M. Hewell

Attorneys for Plaintiff

JEREMY WORRALL

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IT IS SO ORDERED

Dated August 26 2009

Virginia G. P.  
United States District Judge

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